

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

v.

IRMA MARGARITA GRACIA SOLA, as
joint debtor and as known member
of the Estate of JOAQUIN SOLA
GOMEZ; JOHN DOE and RICHARD ROE
as unknown members of the Estate
of above-mentioned; UNITED
STATES OF AMERICA

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is an agency of the United States of America organized and existing under the provisions of the Consolidated Farm and Farm Service

Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the two (2) properties described further below.

3. Said promissory note is for the amount of **\$80,000.00**, with annual interest of 5%, subscribed on February 6, 1990. See *Exhibits 1 and 2*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through deed No. 12. This mortgage is duly recorded at the corresponding Property Registry. See *Exhibits 3, 4 and 5*
5. According to the Property Registry, defendants JOAQUIN SOLA GOMEZ and IRMA MARGARITA GRACIA SOLA appear as owners of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish- as follows:

(A) RÚSTICA: Radicada en el barrio Farallón del término municipal de Cayey, Puerto Rico, compuesto de treinta y seis cuerdas con seiscientos setenta y tres milésimas de otra, equivalentes a catorce hectáreas, cuarenta y una áreas, noventa y cuatro centiáreas y veintiséis centésimas de otra y en lindes por el NORTE, con terrenos de la Sucesión Ramón Morales y con terrenos de Pablo Colón; por el SUR, con una quebrada que separa terrenos de Luis Montañez Montañez, Andalucía Pérez, Pablo Colón, Teodoro Vázquez; por el ESTE, con terrenos de Pablo

Colón; y por el OESTE, con terrenos de la Sucesión Ramón Morales.

Property 1,185, recorded at page 49 of volume 225 of Cayey, Property Registry of Caguas, Puerto Rico, Section I.

See Title Search attached as Exhibit 4

- (B) RUSTICA: Finca situada en el barrio Farallón de Cayey, con una cabida de veinticinco cuerdas y media y una casa, en lindes por el NORTE, con Salvador Carraurri; por el SUR, antes con la Sucesión de Adolfo Colón, hoy Esteban Rivera; por el ESTE, con Salvador Carraurri; y por el OESTE antes terrenos de Federico Quiñones, hoy Ramón Morales.

Property 3,767, recorded at page 98 of volume 290 of Cayey, Property Registry of Caguas, Puerto Rico, Section I.

See Title Search attached as Exhibit 5

6. For information and belief, JOAQUN SOLA GOMEZ passed away on May 23, 1990.
7. For information and belief, the known member of the Estate of JOAQUN SOLA GOMEZ is codefendant Irma Margarita Gracia Solá.
8. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estate of JOAQUN SOLA GOMEZ.
9. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong.
10. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the

covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.

11. The defendants herein have failed to comply with terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness of defendant due and payable, defendant owe to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 6*, the following amounts:

- a) On the \$80,000.00 Note:

- 1) The sum of \$67,100.79, of principal;
 - 2) The sum of \$44,215.65, of interest accrued as of May 23, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$9.1919;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

12. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in

this complaint.

13. Codefendant IRMA MARGARITA GRACIA SOLA is not presently active in the military service for the United States. See *Exhibit 7*

14. The real estate properties which are hereby being foreclosed are subject to the following liens in the rank indicated:

(A) Property 1,185:

1) Recorded liens with preference or priority over mortgage herein recorded:

a) MORTGAGE: In favor of The Federal Land Bank of Baltimore, in the original principal amount of \$19,000.00, with 9% annual interests, due on August 1, 2001, constituted by deed #204, executed in Caguas, Puerto Rico, on December 9, 1975, before Notary Public José Antonio Olivari López, recorded at over leaf of page 48 of volume 225 of Cayey, property number 1,185, 29th inscription.

2) Junior Liens with inferior rank or priority over mortgage herein executed:

a) FEDERAL TAX LIEN: Recorded at book number 6, page 242, entry 4, filed on May 10, 2011, notification number 774889911, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$2,488.21. There is no warranty about the identity of the owner and the foreclosure subject being the same person.

b) FEDERAL TAX LIEN: Recorded at book number 7, page 3, entry 2, filed on June 7, 2011, notification number 786768311, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$683.83. There is no warranty about the

identity of the owner and the foreclosure subject being the same person.

c) FEDERAL TAX LIEN: Recorded at book number 7, page 37, entry 5, filed on September 30, 2011, notification number 808249411, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66- 0586155, in the amount of \$2,477.74. There is no warranty about the identity of the owner and the foreclosure subject being the same person.

d) FEDERAL TAX LIEN: Recorded at book number 7, page 62, entry 4, filed on December 5, 2011, notification number 820823411, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$1,228.64. There is no warranty about the identity of the owner and the foreclosure subject being the same person.

e) FEDERAL TAX LIEN: Recorded at book number 7, page 97, entry 1, filed on February 21, 2012, notification number 842601512, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66- 0586155, in the amount of \$2,272.63. There is no warranty about the identity of the owner and the foreclosure subject being the same person.

f) SEIZURE: In favor of Commonwealth of Puerto Rico, dated July 13, 2015, against Irma Gracia Solá, CAG-16-004, in the amount of \$33,949.26. Annotated July 22, 2015, page 2, order 4, book number 4 (ELA).

g) SEIZURE: Dated April 25, 2018, (Law 210 of December 8, 2015), Treasury Department, against Irma Gracia Solá, social security number: xxx-xx-1482, in the amount of \$19,295.81, number CAG-18-0475. Annotated April 26, 2018, Karibe System, entry 2018-003536-EST.

(B) Property 3,767:

1) Recorded liens with preference or priority over

mortgage herein recorded:

a) MORTGAGE: Constituted by Luis Guillermo Alemañy Planell and his wife Angela Alvarado Colón, in favor of The Federal Land Bank of Baltimore, in the original principal amount of \$19,000.00, with 9% annual interests, due on 2001 (does not express day and month), constituted by deed #204, executed in Caguas, Puerto Rico, on December 9, 1975, before Notary Public José Antonio Olivieri López, recorded at overleaf of page 6 of volume 103 of Cayey, property number 3,767, 6th inscription.

2) Junior Liens with inferior rank or priority over mortgage herein executed:

- a) FEDERAL TAX LIEN: Recorded at book number 6, page 242, entry 4, filed on May 10, 2011, notification number 774889911, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$2,488.21. There is no warranty about the identity of the owner and the foreclosure subject being the same person.
- b) FEDERAL TAX LIEN: Recorded at book number 7, page 3, entry 2, filed on June 7, 2011, notification number 786768311, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$683.83. There is no warranty about the identity of the owner and the foreclosure subject being the same person.
- c) FEDERAL TAX LIEN: Recorded at book number 7, page 37, entry 5, filed on September 30, 2011, notification number 808249411, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$2,477.74. There is no warranty about

the identity of the owner and the foreclosure subject being the same person.

- d) FEDERAL TAX LIEN: Recorded at book number 7, page 62, entry 4, filed on December 5, 2011, notification number 820823411, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$1,228.64. There is no warranty about the identity of the owner and the foreclosure subject being the same person.
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15. The United States of America is included as a party of interest in this action because, according to the Title Searches attached as Exhibits 4 and 5, there are several Federal Tax Liens over the properties subject to foreclosure.

VERIFICATION

I, EDGAR MALDONADO MEDERO, of legal age, single, executive

and resident of Toa Alta, Puerto Rico, in my capacity as Farm Loan Chief of the United States Department of Agriculture, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The

mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 7th day of August, 2019.


EDGAR MALDONADO MEDERO

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the United States the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of

this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 14 day of August , 2019.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 9300
SAN JUAN, PR 00908
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Email: dcfilings@fortuno-law.com

Gracia Sola, Irma

Form FmHA 1940-17(S)
(Rev. 12-88)UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

PROMISSORY NOTE

Name SOLA GOMEZ, JOAQUIN		TYPE OF LOAN Type: <u>FO</u> In accordance with: <input checked="" type="checkbox"/> Consolidated Farm and Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
State PUERTO RICO	Office CAGUAS	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Limited Resources	
Case Number 63-05-581437092	Date February 6, 1990	NOTE REQUIRED FOR:	
Fund Code 41	Loan Number 01	<input checked="" type="checkbox"/> Initial Loan <input type="checkbox"/> Subsequent Loan <input type="checkbox"/> Consolidation and Subsequent Loan <input type="checkbox"/> Sale on Credit <input type="checkbox"/> Deferred Payments <input type="checkbox"/> Conservation Easement <input type="checkbox"/> Restructuring <input type="checkbox"/> Re-amortization <input type="checkbox"/> Consolidation <input type="checkbox"/> Debt Reduction	

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-signer do jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (hereinafter referred to as the "Government"), or its assignee, at its offices in CAGUAS, PUERTO RICO, or another place designated in writing by the Government, the principal amount of EIGHTY THOUSAND dollars (\$80,000.00) plus interest on the unpaid principal at FIVE PERCENT (5.00%) per annum and N/A dollars (\$) in interest that may not be capitalized. If this promissory note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than on a quarterly basis, and shall notify Borrower by mail at his/her last known address thirty (30) days in advance. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interest shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$ 3,606.00	on January 1	, 1991 ;	\$ _____	on _____	, 19 _____ ;
\$ _____	on _____	, 19 _____ ;	\$ _____	on _____	, 19 _____ ;
\$ _____	on _____	, 19 _____ ;	\$ _____	on _____	, 19 _____ ;
\$ _____	on _____	, 19 _____ ;	\$ _____	on _____	, 19 _____ ;
\$ _____	on _____	, 19 _____ ;	\$ _____	on _____	, 19 _____ ;
\$ _____	on _____	, 19 _____ ;	\$ _____	on _____	, 19 _____ ;

and \$ 4,663.00 each year thereafter until the principal and interests are completely paid, except the final payment on the debt established herein, which, if not sooner paid, shall mature and become due and payable 40 years from the date of this promissory note, with the exception that advance payments may be made as provided below. The consideration herein shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the closing date, the loan shall be forwarded to Borrower, as requested by the Borrower and approved by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interest shall accrue on the amount of each advance beginning on the original date of each, as shown in the Advance Payment Log at the end of this promissory note. The Borrower authorizes the Government to record the amount(s) and date(s) of such advance payment(s) in the Advance Payment Log.

Interest accumulated for over ninety (90) days on each promissory note that is re-amortized, consolidated, or re-structured must be added to the principal and this new principal shall accrue interest at the percentage rate established by this document.

Any payment made on any debt established by this promissory note shall be applied first to the interest accrued during the deferment period, second to interest computed as of the effective date of payment, and then to the principal.

JSG
Imgs

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the Borrower's option. Refunds and extra payments, as defined in the Farmers Home Administration regulations (7 C.F.R. 1951.8), according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note and shall not affect Borrower's duty to pay the remaining installments as specified herein. If at any time the Government does transfer this promissory note and insure payment of the same, Borrower shall continue making payments to the Government as the holder's collecting agent.

Whenever this promissory note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder or, except for the final payment, such payments may be retained by the Government and transferred to the holder based on the date the annual installment is due. The effective date of any payment retained by the Government and transferred to the holder based on the date the annual installment is due shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled that accrues between the effective date of such advance payments and the date of the Treasury check remitted to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or invested in any way under the terms of any security agreement or other instrument granted in relation to the loan herein established shall, at the Government's option, become part of the loan and shall accrue interest at the same rate as the principal of the debt herein established and shall be immediately due and payable by the Borrower to the Government without need of payment order.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan established herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan," "Debt Reduction," "Consolidation," "Restructuring" or "Re-amortization" is marked in the upper box of the first page under the section "Note Required For," this promissory note is granted to consolidate, re-amortize or show a new payment plan, but not in satisfaction of the principal and interest of the following promissory note(s) or subrogation agreement(s) (new terms):

LOAN CODE AND NUM.	AMOUNT OF NOTE	INTEREST RATE	DATE	ORIGINAL BORROWER	LAST INSTALLMENT DUE
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		
	\$	%	,19		
	\$	%	,19		

The security documents taken in relation to the loans established by these described promissory notes or other related obligations are not affected by the granting of this consolidation, re-amortization or restructuring. These security instruments shall remain in effect and the security offered for the loans established by the described promissory notes shall remain as guaranty for the loan established by this promissory note and for any other related obligations.

REFINANCING AGREEMENT (GRADUATION): If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at an interest rate and on terms deemed reasonable for loans for similar time periods and conditions, the Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this promissory note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-ERODIBLE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, subsection G of Part 1940 of 7CFR. If (1) the loan period extends beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower attempts to produce crops on highly-erosive soils exempt from the restrictions of Exhibit M until January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a conservation plan for the borrower's farm, whichever comes later, the Borrower also agrees that prior to the loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must show that he/she is actively applying a soil conservation plan on the highly-erodible land that has been approved by the Soil Conservation Service (SCS) or by the appropriate Soil Conservation District if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he/she must show that any crop production on highly-erosive land after said date shall be done according to a conservation plan approved by the Soil Conservation service (SCS) or by the Conservation District, in accordance with the requirements of the Soil Conservation Service.

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any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default under the terms of this promissory note. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such debt immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box "TYPE OF LOAN." This note is subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature] _____
(Borrower)

JOAQUIN SOLA GOMEZ

(SEAL)

[Signature] _____
(Borrower)

IRMA MARGARITA GRACIA SOLA

(SEAL)

HC 04 BOX 44218

(Borrower's Address)

Caguas, Puerto Rico 00625

ADVANCE PAYMENT REGISTRY

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$					
\$					
\$					
\$					
TOTAL				\$	

Gracia Sola, Irma

Formulario FmHA 1940-17(S)
(Rev. 12-88)DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

Nombre <u>SOLA GOMEZ, JOAQUIN</u>		CLASE DE PRESTAMO	
Estado <u>PUERTO RICO</u>	Oficina <u>CAGUAS</u>	Tipo: <u>FO</u>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Recursos Limitados
Caso Num. <u>63-05-581437092</u>	Fecha <u>6/febrero/90</u>	De acuerdo a:	
Clave de Fondos <u>41</u>	Num. de Prestamo <u>01</u>	<input checked="" type="checkbox"/> Consolidated Farm and Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
		ACCION QUE REQUIERE PAGARE	
		<input checked="" type="checkbox"/> Préstamo Inicial	<input type="checkbox"/> Reestructuración
		<input type="checkbox"/> Préstamo Subsiguiente	<input type="checkbox"/> Reamortización
		<input type="checkbox"/> Consolidación y Préstamo Subsiguiente	<input type="checkbox"/> Consolidación
		<input type="checkbox"/> Venta a Crédito	<input type="checkbox"/> Reducción de Deuda
		<input type="checkbox"/> Pagos Diferidos	
		<input type="checkbox"/> Servidumbre de Conservación	

POR VALOR RECIBIDO, el Prestatario(s) suscribiente(s) y cualquier otro codeudor mancomunada y solidariamente pagaremos a la orden de los Estados Unidos de America, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos, (denominado en adelante el

"Gobierno") o su cesionario en su oficina en CAGUAS, PUERTO RICO

o en otro sitio designado por el Gobierno por escrito, la suma principal de OCHENTA MIL

dólares (\$ 80,000.00) más intereses sobre el principal adeudado al

cinco PORCIENTO (5 %) anual y N/A dólares (\$

de intereses no Capitalizados. Si este pagaré es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo" el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porcentaje de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 41 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente en o antes de las siguientes fechas:

\$ <u>3,606.00</u> en <u>1º de enero</u> de <u>1991</u>	\$ _____ en _____ de <u>19</u>
\$ _____ en _____ de <u>19</u>	\$ _____ en _____ de <u>19</u>
\$ _____ en _____ de <u>19</u>	\$ _____ en _____ de <u>19</u>
\$ _____ en _____ de <u>19</u>	\$ _____ en _____ de <u>19</u>
\$ _____ en _____ de <u>19</u>	\$ _____ en _____ de _____
\$ _____ en _____ de <u>19</u>	\$ _____ en _____ de _____

y \$ 4,663.00 subsiguientemente cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero 40 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee mas abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha de origen, como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado, consolidado o reestructurado, los intereses acumulados por más de noventa (90) días a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porcentaje evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses acumulados durante el periodo de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.

TSG
Angu

RE: [illegible] [illegible]

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse a los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el Prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno, pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencera y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Reducción de Deuda", "Consolidación", "Reestructuración" o una "Reamortización" es indicado en el encabezado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una reestructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

CLAVE Y NUM. DEL PRESTAMO	VALOR DEL PAGARE	TASA DE INTERES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		
	\$	%	,19		
	\$	%	,19		

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o reestructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciados por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO (GRADUACION): Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si alguna parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir una cosecha agrícola según explicado en el Exhibit M de la Subparte G de la Parte 1940 del 7CFR. Si (1) el término del préstamo excede del lro. de enero de 1990, pero no al lro. de enero de 1995, y (2) el prestatario intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el lro. de enero de 1990, o dos años después de que el Servicio de Conservación de Suelos (SCS) haya completado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conviene que anterior a la pérdida de la exención de la restricción de conservación de terreno altamente erodable, según la parte 12 del 7CFR, el prestatario deberá demostrar que está activamente aplicando en el terreno altamente erodable un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del préstamo excede al lro. de enero de 1995. El prestatario además conviene en que deberá demostrar antes del lro. de enero de 1995 que cualquier producción de cosechas en terrenos altamente erodables después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos.

TC 1

cualquier condicion o acuerdo b. este documento constituirá incumplimiento b. cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré, CORETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la "Consolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO". Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

(SELLO)

Joaquín Sola Gómez
JOAQUIN SOLA GOMEZ (Prestatario)

(SELLO)

Irma Margarita Gracia Sola
IRMA MARGARITA GRACIA SOLA (Prestatario)

HC 04 BOX 44218
(Dirección del Prestatario)

Caguas, Puerto Rico 00625

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

Agricultura

POSICION 2

Formulario FmIA 1940-17(S)
(Rev. 12-88)

-----NUMERO DOCE-----
-----NUMBER TWELVE-----

-----HIPOTECA VOLUNTARIA-----
-----VOLUNTARY MORTGAGE-----

En la ciudad de Caguas, Puerto Rico hoy seis (6) de febrero-----
in the city of Caguas, Puerto Rico this sixth (6) of February of
de mil novecientos noventa (1990).-----
nineteen hundred ninety (1990).-----

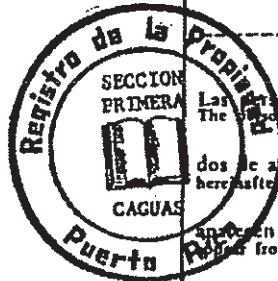
-----ANTE MI-----
-----BEFORE ME-----

-----JULIO VAZQUEZ MUÑOZ-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Caguas,-----
Attorney and Notary Public for the Island of Puerto Rico, with residence in Caguas,-----

Puerto Rico----- y oficina en Calle Acosta número treinta (30)-----
Puerto Rico----- and office in Thirty (30) Acosta St. Puerto Rico.

-----COMPARECEN-----
-----APPEAR-----



Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-----
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances-----

aparecen de dicho párrafo.-----
appear from said paragraph.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----

de su edad, estado civil, profesión y vecindad.-----
statements which I believe to be true of their age, civil status, profession and residence.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration-----

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----

miento.-----
voluntary mortgage.-----

-----EXPONEN-----
-----WITNESSETH:-----

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes".-----
hereinafter referred to as "the property".-----

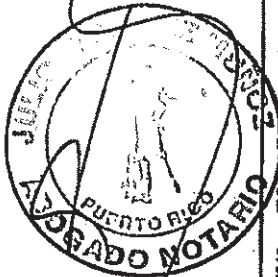
SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes qu-----
SECOND: That the property mortgaged herein is subject to the liens-----

se especifican en el párrafo UNDECIMO.-----
specified in paragraph ELEVENTH herein.-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agriculto-
of America, acting through the Farmers Home Administration,-----

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con
hereinafter called the "mortgagee" in connection with-----



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.
estimated against the property.-----

CUARTO: Se sobreentiende que:-----
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,-----

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-
ments on the note, to be designated the "annual charge".-----

que será designada como "cargo anual".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any-----



quiera otros en relación con dicho préstamo así como también e los beneficios
others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor.
supplementary agreement.-----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
the mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizar el pago del pagaré pero cuando el pagaré esté en poder de un presta-
guarantee payment of the note; but when the note is held by an insured-----

lista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.
by the mortgagor.-----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTII-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the-----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,-----

en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee-----

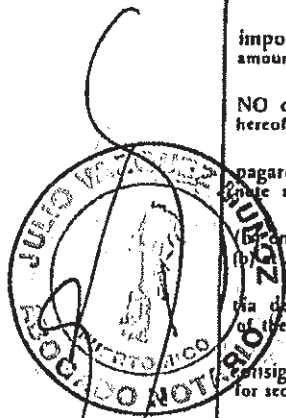
de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTII hereof-----

designado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement-----

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its-----

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in-----



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
 subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
 performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
 contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
 hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
 the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
 interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
 the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
 income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
 later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
 all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
 the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
 by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
 partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta
 therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
 all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
 after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
 In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac e
 thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro u cual
 mortgagor as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
 other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
 with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renova
 attorney's fees of the mortgagee all extensions and renewals of any of

ción de dichas obligaciones con intereses sobre todas y todo otro cargo u suma
 said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
 amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
 SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
 (One) To pay promptly when due any indebtedness



aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

CAGUAS del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del cinco
subparagraph shall bear interest at the rate of five

por ciento (5.0 %)
per cent (5.0 %)

desde a partir de la fecha en que venció el pago hasta la fecha en que el deudor
from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premium, repair,

raiones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otros gastos similares por razón de haber
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagee.-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
(Five) All advances made by mortgagee as described in this mortgage-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.
determines.-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.
under the terms of this mortgage.-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
perty and on any buildings and improvements put there on in the future. The insurance against-----

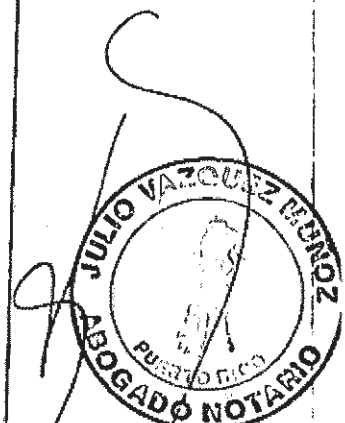
otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.
approved by mortgagee.-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish-----



ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca.
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbon u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.-----
time may prescribe.-----

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden
(Ten) If this mortgage is given for a loan to a farm owner as identified

sifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor

deudor personalmente operará los bienes por sí y por medio de su familia como
mortgagor personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
tion mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.-----
or lease.-----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.-----
affecting the property or its use.-----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
minare, in the judgment of mortgagee, that the security given is being lessened

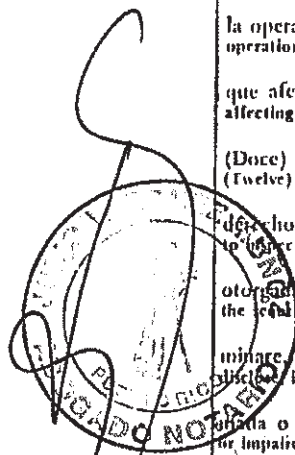
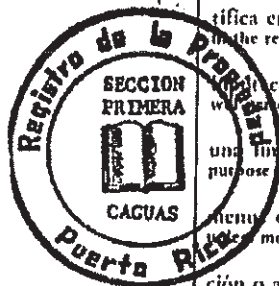
mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida con
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma: (Dos) to foreclose this mortgage in accordance with law and the provisions hereof: (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los incur and pay reasonable expenses for the repair and maintenance of the

bienes, y cualquier gasto u obligación que el deudor hipotecario no pagó según se property, and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes security and other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honor the costs of survey, evidence of title, court costs, recordation fee and

arios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligations herein set forth, and without affecting the liability

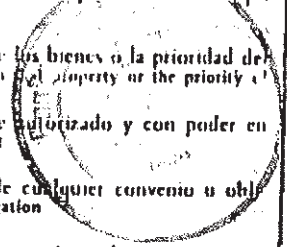
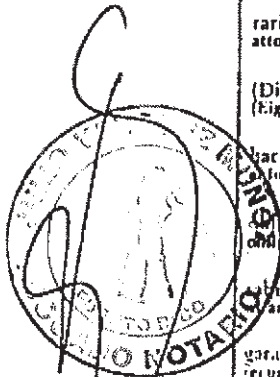
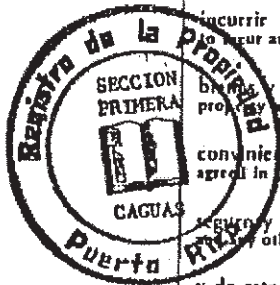
bilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí any person for payment of the note or any indebtedness

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad de secured hereby, and without affecting the lien created upon the property or the priority

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement: (two)



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier
deal in any way with mortgagor or grant to mortgagor any-----

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the-----

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by-----

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagee-----

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any-----

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or-----

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre
postponement of this mortgage to any other lien over-----

dichos bienes.
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca.
(Nineteen) All right, title and interest in or to this mortgage.

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in-----

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee, and no insured lender shall have any right, title or interest-----

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any-----

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held-----

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall-----

constituirá incumplimiento de esta hipoteca.
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall-----

remetido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,

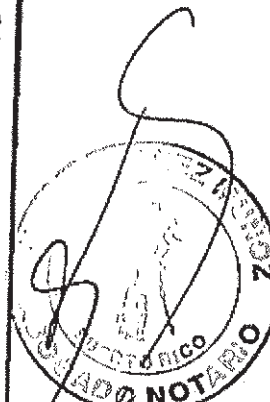
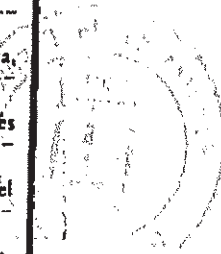
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the-----

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated-----

especifica más adelante.
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee-----



el importe de cualquier sentencia obtenida por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagee.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

da, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagee does hereby appraise the mortgaged property in the amount



OCHENTA MIL DOLARES (80,000.00)
EIGHTY THOUSAND DOLLARS (80,000.00)

cada uno.

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
EIGHTH: Mortgagee hereby waives the requirement of law and agrees to be

se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay.

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos.
Farmers Home Administration now in effect, and to its future regulations.

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré: OCHENTA MIL DOLARES
should assign this mortgage without insurance of the note, EIGHTY THOUSAND DOLLARS

DOLARES (\$ 80,000.00)
DOLLARS (\$ 80,000.00)

el principal de dicho pagaré, con sus intereses según estipulados a razón del cinco-
the principal amount of said note, together with interest as stipulated therein at the rate of five

por ciento (5.0 %/o anual;
per cent (5.0 %/o per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) OCHENTA MIL DOLARES-----

(A) EIGHTY THOUSAND DOLLARS-----

----- DOLARES (\$ 80,000.00)---

----- DOLLARS (\$ 80,000.00)---

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO.
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero:-----

Three:-----

(B) CIENTO VEINTE MIL-----

(B) ONE HUNDRED TWENTY THOUSAND-----

----- DOLARES (\$ 120,000.00)---

----- DOLLARS (\$ 120,000.00)---

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.-----

sustain under its insurance of payment of the note:-----

Tres. En cualquier caso y en todo tiempo:-----

Three. In any event and at all times whatsoever:-----

(A) TREINTA DOS MIL DOLARES-----

(A) THIRTY TWO THOUSAND DOLLARS-----

(\$ 32,000.00-----) para intereses después de mora:-----

(\$ 32,000.00-----) for default interest:-----

(B) DIECISEIS MIL DOLARES-----

(B) SIXTEEN THOUSAND DOLLARS-----

(\$ 16,000.00-----) para contribuciones, seguro y otros adelantos para la con-

(\$ 16,000.00-----) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero:-----

SIXTH, Three:-----

(C) OCHO MIL DOLARES-----

(C) EIGHT THOUSAND DOLLARS-----

(\$ 8,000.00-----) para costas, gastos y honorarios de abogado en caso

(\$ 8,000.00-----) for costs, expenses and attorney's fees in case-----

de ejecución:-----

of foreclosure:-----

(D) OCHO MIL DOLARES-----

(D) EIGHT THOUSAND DOLLARS-----

(\$ 8,000.00-----) para costas y gastos que incurriere el acreedor hipoteca-

(\$ 8,000.00-----) for costs and expenditures incurred by the mortgagee in

procedimientos para defender sus intereses contra cualquier persona que inter-

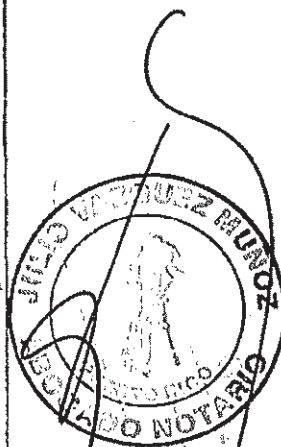
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según

or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.-----

provided in paragraph (SIXTH, Thirteen.-----



---DECIMO: Que el (los) pagaré (s) a que se hace referencia en el párrafo TERCERO de esta hipoteca es (son) descrito (s) como sigue: "Pagaré otorgado en el caso número sesentitres, cero, cinco, cinco, ochentiuuno, cuarentres, setenta, noventa y dos, (63-05-581-43-7092), fechado el día seis (6) de febrero de mil novecientos noventa (1990) por la suma de OCHENTA MIL DOLARES (\$80,000.00), de principal más intereses sobre el balance del principal adeudado a razón del CINCO PORCIENTO (5%), anual hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenidas en dicho pagaré y según acordados y convenidos entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí representada de no haber satisfecho con anterioridad, vecerá y ser pagadero a CUARENTA (40) años de la fecha de este pagaré. Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Unidos de America denominada "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según han sido enmendadas y está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los futuros reglamentos de la Administración de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Ley. De cuya descripción, yo el Notario Autorizante, DOY FE.-----

---TENTH: That the note(s) referred to in paragraph THIRD of this mortgage is (are) described as follow: "Promissory note executed in case number sixty-three, zero, five, five, eighty-one, forty-three, seventy, ninety-two (63-05-583-43-092) dated the sixth (6) day of February, Nineteen Hundred Ninety (1990), in the amount of EIGHTY THOUSAND DOLLARS (\$80,000.00) of principal plus interest over the unpaid balance at the rate of FIVE (5%) PERCENT per annum until the principal is totally paid according to the terms, installments, conditions and stipulation contained in the promissory note and as agreed between the borrower and the Government, except that the final installment of the entire debt herein evidenced, if not sooner paid, will be due and payable FORTY (40) years from the date of this promissory note. Said promissory note is given as evidence of a loan made by the Government to the borrower pursuant to the law of the Congress of the United States of America known as "Consolidated Farm and Rural Development Act of 1961 or pursuant to Title V of the Housing Act of 19439 , as amended, and is subject to the present regulations no inconsistent with the express provision thereof. OF which description I, the authorizing Notary, GIVE FAITH.-----

---UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se constituye Hipoteca Voluntaria, se describe como sigue:-----

---ELEVENTH: That the property object of this deed and over which voluntary mortgage is constituted, is described as follows:-----

Este

---RUSTICA: Predio de terreno con cabida de TREINTISEIS CUERDAS Y SEISCIENTAS SETENTITRES MILESIMAS DE OTRA (36.673 CDAS.), radicada en el Barrio Farallón de Cayey, equivalentes a catorce hectáreas, cuarenta y una áreas, y noventa y cuatro centiáreas con veintiséis centésimas de otra; lindando por el NORTE, con Sucesión de Ramón Morales y terrenos de Pablo Colón; por el SUR, con una quebrada que separa terrenos de Luis Montañez, Andalucio Pérez, Pablo Colón e Isidoro Vázquez; por el ESTE, con Pablo Colón; y por el OESTE, con la Sucesión de Ramón Morales.-----
Codificación Número 325-000-007-03-901.-----

---Consta inscrito al Folio Cuarenta y Nueve (49) del Tomo Doscientos Veinticinco (225) de Cayey, Finca Número Mil Ciento Ochenta y Cinco (1,185), inscripción vigésimo séptima (27ma.)-----



---RUSTICA; Situada en el Barrio Farallón de Cayey, Puerto Rico, con una cabida de VEINTICINCO CUERDAS Y MEDIA, y casa antes, hoy sin casa, en lindes por el NORTE, con Salvador Larrauri; por el SUR, con Esteban Rivera; por el ESTE, con Salvador Larrauri; y por el OESTE, con Ramón Morales.-----
Codificación Número 325-000-007-04-000.-----

Consta inscrita al folio noventa y ocho (98) del Tomo Doscientos Noventa (290) de Cayey, Finca Número Tres Mil Setecientos Sesenta y Siete (3,767), inscripción sexta (6ta.)-----

---Adquirieron los prestatario las descritas fincas por Compraventa según consta de las Escritura Número Diez y Once respectivamente, de fecha seis (6) de febrero de mil novecientos noventa (1990) otorgada en la ciudad de Caguas, Puerto Rico ante el Notario Julio Vázquez Muñoz Dicha propiedad se encuentra pendiente de presentación en el Registro de La Propiedad.-----

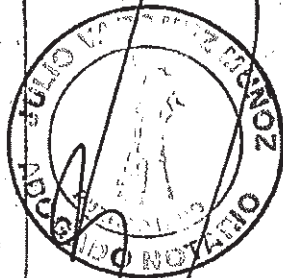
---Borrower acquired the described property by Deed Sale pursuant to Deed Numbers Ten and Eleven respectively the sixth (6) of February of nineteen hundred ninety (1990), executed in the city of Caguas, Puerto Rico, before Notary Julio Vázquez Muñoz, Said deeds are to be presented at the Registry of Property.-----

---DUODECIMO: Que comparecen en la presente escritura como Deudores Hipotecarios LOS ESPOSOS JOAQUIN SOLA GOMEZ E IRMA MARGARITA GRACIA SOLA, mayores de edad, casados entre sí, propietarios y vecinos de H C 04 BOX 44218 Caguas, Puerto Rico, con números de Seguro Social QUINIENTOS OCHENTIUONO, guión, CUARENTITRES, guión, SIETE MIL NOVENTIDOS (581-43-7092) y QUINIENTOS OCHENTITRES, guión, OCHENTA, guión, MIL CUATROCIENTOS OCHENTIDOS (583-80-1482), respectivamente.----

---TWELFTH: The parties appearing in the present deed as Mortgagors are JOAQUIN SOLA GOMEZ and IRMA MARGARITA GRACIA SOLA, mayores de edad, casados entre sí, propietarios y vecinos de H C 04 BOX 44218 Caguas, Puerto Rico, con números de Seguro Social [REDACTED] and [REDACTED], respectively.-----

---DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado...-----

---THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used...-----



para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
Installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

acortamiento de la obligación como si todo el término hubiese transcurrido y en
the term become due as if the whole term had elapsed and the

capitulado el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).
representatives in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro
any Homestead right (Homestead) that presently or in the future

pueda tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

all declarados o que en el futuro fueran construídos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

de la Administración de Hogares de Agricultores por la Ley Número trece
of the Farmers Home Administration by Law Number Thirteen

(13) de veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. (1951)

L.P.R.A. (1951)

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with

fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaran de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

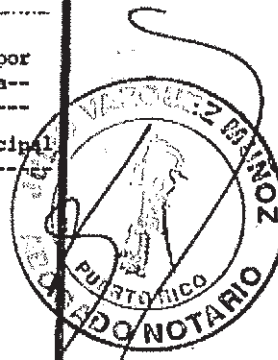
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)---
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

VIGESIMOPRIMERA: Ambas propiedades responden solidariamente por
el principal de la hipoteca constituida por el presente otorga-
miento.

TWENTYFIRST: Both properties respond in solidum for the principal
amount of present mortgage.



FmHA 427-1(S) PR
(Rev. 10-82)

ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner drafted once I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So, the appearing party (parties) state and execute before me, the authorizing Notary, without demanding the presence of witnesses, after waiving his (their) right to do so, of which I advised him (them).

[Seal]

After this deed was read by the appearing party (parties), he (they) ratify its content and affix their initials on each of the pages of this deed, including the last one, and all sign before me, the authorizing Notary, and to all contained in this deed, I DO ATTEST.

SIGNED: JOAQUIN SOLA GOMEZ AND IRMA MARGARITA
GRACIA SOLA.

SIGNED, STAMPED, SEALED AND INITIALED: JULIO
VAZQUEZ MUÑOZ

The applicable Internal Revenue and the Notary Tax seals appear on the original, affixed and cancelled. The appearing parties' initials are affixed to each page of the original. I CERTIFY: that the preceding is a true and exact copy of the original under Number TWELVE (12) that is filed in my Protocol of Public Instruments of the year nineteen ninety and consists of [Illegible handwriting] FIVE (5) pages, authorized by me. IN WITNESS WHEREOF, and to be delivered to FARMERS HOME ADMINISTRATION, I issue this certified copy in Caguas, Puerto Rico, on February 6, 1990, duly noting the issuance of this copy.

[Signature]
NOTARY PUBLIC

[Initials]

[Seal]

[Stamps, partially cut off]

Forma FmHA 427-1(S) PR
(Rev. 10-82)

-----ACEPTACION-----
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its-----

su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
its contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES-----

Fé de todo el contenido de esta escritura.-----
FAITH to everything contained in this deed.-----

---FIRMADO: JOAQUIN SOLA GOMEZ E IRMA MARGARITA
GRACIA SOLA.-----

---FIRMADO. SIGNADO, SELLADO Y RUBRICADO: JULIO
VAZQUEZ-MUNOZ-----

---Aparecen cancelados en el original los corres-
pondientes sellos de Rentas Internas e Impuesto
Notarial. Las iniciales de los otorgantes apare-
cen estampadas en cada uno de los folios del ori-
ginal. CERTIFICO: Que la que precede es copia
fiel y exacta de su original que bajo el Número
DOCE (12) obra en mi protocolo de Instrumentos
Públicos para el año mil novecientos noventa y
consta de cinco (5) folios autorizados por mí. EN
TESTIMONIO DE LO CUAL, y para entregar a FARMERS
HOME ADMINISTRATION, expido la presente copia
certificada en Caguas, Puerto Rico, a 6 de febrero
de 1990, dejando su saca debidamente anotada.-----
CERTIFICO.-----

NOTARIO PUBLICO



[Handwritten]

This document is recorded on the page 99 of the book 290 of Caguas. 9th inscription; farm #3767, subject to [Illegible] mortgage in favor of the Federal Land Bank of Baltimore, [illegible], in the amount of \$19,000.00 [illegible], according to the 6th inscription and subject to the mortgage established on this date and by this document. Caguas, on February 22, 1990.

[Signature]

Registrar

No fees.

[Seal]

[Handwritten]

[Illegible] page 50 of the book [Illegible] 5 of [Illegible] 32nd inscription, farm 11 [Illegible] 5. [Illegible] mortgage in favor of the Federal Land Bank of Baltimore [illegible] \$5,000.00 in favor of *La Corporación de Crédito Agrícola* [illegible] in the amount of \$11,995.00 of principal for the mortgage resulting from this document.

In [Illegible], 1990.

Gloriana Ruiz

Registrar

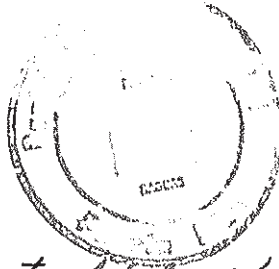
No fees

[Seal, cut off]

INSCRITO EL PRESENTE documento al folio 79 del
Tomo 290 de Cargos, inscripción 4na, finca
3767. Afecto a hipoteca a favor del
Federal Land Bank of Baltimore, a a
orden, por la suma de \$19,000.00 de principal
según la inscripción 6ta y afecto a cargo
del que en esta fecha y por este documento se
constituye. Cargos d 22 de febrero de 1990.

Monteale

*Registradora
Sra. Sanchez*



Se inscribe al folio 50 del Tomo 205 de Cargos,
inscripción 32a, finca 1195, se hace a
hipoteca a favor del Federal Land Bank of
Baltimore, a a orden, por la suma principal
de \$5,000.00, a favor de la Corporación de
Luz y Energía o hidroeléctrica, por la
suma de \$11,975.00 de principal y por la hipó-
teca que resulta de este documento.
En Caguas, 29 de mayo de 1950.

Gloriana Ruiz

Registradora

Sra. Sanchez



TITLE SEARCH**ESTUDIOS DE TITULO
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

**CLIENT: JOAQUIN SOLÁ GÓMEZ****REF: 1521.150****BY: TAIMARY ESCALONA**

PROPERTY NUMBER: 1,185, recorded at page 49 of volume 225 of Cayey, Registry of the Property of Puerto Rico, section I of Caguas.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Radicada en el barrio Farallón del término municipal de Cayey, Puerto Rico, compuesto de **treinta y seis cuerdas con seiscientos setenta y tres milésimas de otra, equivalentes a catorce hectáreas, cuarenta y una áreas, noventa y cuatro centiáreas y veintiséis centésimas de otra** y en lindes por el **NORTE**, con terrenos de la Sucesión Ramón Morales y con terrenos de Pablo Colón; por el **SUR**, con una quebrada que separa terrenos de Luis Montañez Montañez, Andalucía Pérez, Pablo Colón, Teodoro Vázquez; por el **ESTE**, con terrenos de Pablo Colón; y por el **OESTE**, con terrenos de la Sucesión Ramón Morales.

ORIGIN: (does not express)

TITLE:

This property is registered in favor of JOAQUIN SOLÁ GÓMEZ and his wife IRMA MARGARITA GRACIA SOLÁ, who acquired it by purchase from Agustín Arocho Rosario a/k/a Agustín Rosario and his wife Evangelia Rivera Ortiz, at a price of \$54,000.00, pursuant to deed #10, executed in Caguas, Puerto Rico, on February 6, 1990, before Notary Public Julio Vázquez Muñoz, recorded at page 50 of volume 225 of Cayey, property number 1,185, 32th inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** In favor of The Federal Land Bank of Baltimore, in the original principal amount of \$19,000.00, with 9% annual interests, due on August 1, 2001, constituted by deed #204, executed in Caguas, Puerto Rico, on December 9, 1975, before Notary Public José Antonio Olivari López, recorded at overleaf of page 48 of volume 225 of Cayey, property number 1,185, 29th inscription.
 2. **MORTGAGE:** In favor of United States of America, in the original principal amount of \$80,000.00, with 5% annual interests, due on 40 years, constituted by deed #12, executed in Caguas, Puerto Rico, on February 6, 1990, before Notary Public Julio Vázquez Muñoz, recorded at overleaf of page 50 of volume 225 of Cayey, property number 1,185, 33th and last inscription.
 3. **FEDERAL TAX LIEN:** Recorded at book number 6, page 242, entry 4, filed on May 10, 2011, notification number 774889911, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$2,488.21. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
 4. **FEDERAL TAX LIEN:** Recorded at book number 7, page 3, entry 2, filed on June 7, 2011, notification number 786768311, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$683.83. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

ESTUDIOS DE TITULO
SEGUROS DE TITULOP.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

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PAGE #2
PROPERTY #1,185

5. **FEDERAL TAX LIEN:** Recorded at book number 7, page 37, entry 5, filed on September 30, 2011, notification number 808249411, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$2,477.74. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
6. **FEDERAL TAX LIEN:** Recorded at book number 7, page 62, entry 4, filed on December 5, 2011, notification number 820823411, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$1,228.64. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
7. **FEDERAL TAX LIEN:** Recorded at book number 7, page 97, entry 1, filed on February 21, 2012, notification number 842601512, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$2,272.63. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
8. **SEIZURE:** In favor of Commonwealth of Puerto Rico, dated July 13, 2015, against Irma Gracia Solá, CAG-16-004, in the amount of \$33,949.26. Annotated July 22, 2015, page 2, order 4, book number 4 (ELA).
9. **SEIZURE:** Dated April 25, 2018, (Law 210 of December 8, 2015), Treasury Department, against Irma Gracia Solá, social security number: xxx-xx-1482, in the amount of \$19,295.81, number CAG-18-0475. Annotated April 26, 2018, Karibe System, entry 2018-003536-EST.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to May 31, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/nh
srd/nh/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on May 31, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 19 day of June of 2019.


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 3,620.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 19 day of June of 2019.


NOTARY PUBLIC



TITLE SEARCH**ESTUDIOS DE TITULO
SEGUROS DE TITULO**

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**CLIENT: JOAQUIN SOLÁ GÓMEZ****REF: 1521.150****BY: TAIMARY ESCALONA**

PROPERTY NUMBER: 3,767, recorded at page 98 of volume 290 of Cayey, Registry of the Property of Puerto Rico, section of I.

DESCRIPTION: (As it is recorded in the Spanish language)

RUSTICA: Finca situada en el barrio Farallón de Cayey, con una cabida de **veinticinco cuerdas y media** y una casa, en lindes por el **NORTE**, con Salvador Carraurri; por el **SUR**, antes con la Sucesión de Adolfo Colón, hoy Esteban Rivera; por el **ESTE**, con Salvador Carraurri; y por el **OESTE** antes terrenos de Federico Quiñones, hoy Ramón Morales.

ORIGIN:

Domain file, District Court of Guayama, April 29, 1943.

TITLE:

This property is registered in favor of JOAQUIN SOLÁ GÓMEZ and his wife IRMA MARGARITA GRACIA SOLÁ, who acquired it by purchase from Luis Guillermo Alemañy Planell and his wife Angela Alvarado Colón, at a price of \$26,000.00, pursuant to deed #11, executed in Caguas, Puerto Rico, on February 6, 1990, before Notary Public Julio Vázquez Muñoz, recorded at overleaf of page 99 of volume 290 of Cayey, property number 3,767, 9th and last inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** Constituted by Luis Guillermo Alemañy Planell and his wife Angela Alvarado Colón, in favor of The Federal Land Bank of Baltimore, in the original principal amount of \$19,000.00, with 9% annual interests, due on 2001 (**does not express day and month**), constituted by deed #204, executed in Caguas, Puerto Rico, on December 9, 1975, before Notary Public José Antonio Olivieri López, recorded at overleaf of page 6 of volume 103 of Cayey, property number 3,767, 6th inscription.
 2. **MORTGAGE:** In favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$80,000.00, with 5% annual interests, due on 40 years, constituted by deed #12, executed in Caguas, Puerto Rico, on February 6, 1990, before Notary Public Julio Vázquez Muñoz, recorded at overleaf of page 99 of volume 290 of Cayey, property number 3,767, 9th and last inscription.
 3. **FEDERAL TAX LIEN:** Recorded at book number 6, page 242, entry 4, filed on May 10, 2011, notification number 774889911, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$2,488.21. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
 4. **FEDERAL TAX LIEN:** Recorded at book number 7, page 3, entry 2, filed on June 7, 2011, notification number 786768311, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$683.83. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

ESTUDIOS DE TITULO
SEGUROS DE TITULOP.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

PAGE #2
PROPERTY #3,767

5. **FEDERAL TAX LIEN:** Recorded at book number 7, page 37, entry 5, filed on September 30, 2011, notification number 808249411, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$2,477.74. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
6. **FEDERAL TAX LIEN:** Recorded at book number 7, page 62, entry 4, filed on December 5, 2011, notification number 820823411, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$1,228.64. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
7. **FEDERAL TAX LIEN:** Recorded at book number 7, page 97, entry 1, filed on February 21, 2012, notification number 842601512, against Irma M. Gracia Solá, Servicios Veterinarios del Turabo, employer identification number 66-0586155, in the amount of \$2,272.63. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**
8. **SEIZURE:** In favor of Commonwealth of Puerto Rico, dated July 13, 2015, against Irma Gracia Solá, CAG-16-004, in the amount of \$33,949.26. Annotated July 22, 2015, page 2, order 4, book number 4 (ELA).
9. **SEIZURE:** Dated April 25, 2018, (Law 210 of December 8, 2015), Treasury Department, against Irma Gracia Solá, social security number: xxx-xx-1482, in the amount of \$19,295.81, number CAG-18-0475. Annotated April 26, 2018, Karibe System, entry 2018-003536-EST.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to May 31, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/nh
srd/nh/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:


1. That my name and personal circumstances are the above mentioned.

2. That on May 31, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 19 day of June of 2019.

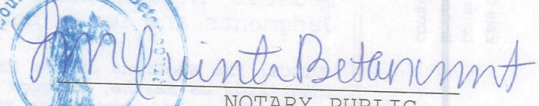

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 3,629

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 19 day of June of 2019.




NOTARY PUBLIC

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY
654 Muñoz Rivera Ave.,
654 Plaza Bldg. Suite 829,
San Juan, PR 00918

Borrower: **Gracia Sola, Irma M.**

Agency Claim No.: **63-005-1482**

Certification of Indebtedness

I, Liha Sánchez, of legal age, married, a resident of Mayaguez, Puerto Rico, in my official capacity as Farm Loan Program Support Specialist of the Farm Service Agency (FSA), United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness as of 05/23/2019 is as shown in the following Statement of Account, according to information obtained from all available records at the USDA - Farm Service Agency:

Statement of Account

Loan Number	41-02
Type of Loan	Farm Ownership (FO)
Date of Loan	02/06/1990
Original Loan Amount	\$80,000.00
Interest Rate	5.00%
Daily Interest Accrual	\$9.1919
Principal Balance	\$67,100.79
Unpaid Interest	\$44,215.65
Miscellaneous Charges:	\$0.00
Total Balance	\$111,316.44
Amount Delinquent	\$55,955.10
Years Delinquent	11

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Liha Sánchez
FLP Support Specialist
05/23/2019



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-1482
 Birth Date:
 Last Name: GRACIA SOLA
 First Name: IRMA
 Middle Name: MARGARITA
 Status As Of: Aug-01-2019
 Certificate ID: N0NZ2079T2VB74T

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
 Department of Defense - Manpower Data Center
 400 Gigling Rd.
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

Plaintiff(s)

v.

The Estate of JOAQUIN SOLA GOMEZ, ET ALS.

Defendant(s)

Civil Action No.

Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

IRMA MARGARITA GRACIA SOLA,

Urb. Villa Blanca, C. Aquamarina #68, Caguas, P.R. 00725; HC04, Box 44218, Caguas, P.R. 00625

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____
 _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

Plaintiff(s)

v.

The Estate of JOAQUIN SOLA GOMEZ, ET ALS.

Defendant(s)

Civil Action No.

Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

United States of America

350 Carlos Chardon Ave., Torre Chardon, Suite 1201, San Juan, P.R.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____
_____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Juan C. Fortuño Fas
Po Box 9300 San Juan, PR 00908
Tel. 787-751-5290

DEFENDANTS

IRMA MARGARITA GRACIA SOLA

County of Residence of First Listed Defendant Caguas, PR

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS---Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

111,316.84

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE